Skokie Valley Bike Path (Laurel Avenue to IL Rte. 176); Phase III
Construction Engineering: Consultant Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS

COUNTY OF LAKE

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION
JANUARY 15, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement for consulting engineering services between Lake County and Alfred Benesch Company, Chicago, Illinois, for the provision of Phase III engineering services (Construction Engineering) for the construction of that portion of the Skokie Valley Bike Path from Laurel Avenue in the City of Lake Forest to the North Shore Bike Path at IL Rte. 176 at a maximum cost of services described of \$194,309.00. This resolution appropriates \$210,000.00 of Motor Fuel Tax funds for these engineering services designated as Section 94-00241-00-BT.

WE RECOMMEND adoption of this Resolution.

A Aye Nay	Aye Nay
Chair O Chair	Chair X
Hamletol -	am Hang A: V
Vice-Chair Michael Lawett ~	Vice-Chair
Ann B. Maire	M + T
Teres Englas V	Klyng OKeller
Sween L. Braveloux V	
- Secretary	
Public Works and Transportation Com	umittee Financial and Administrative Committee

RESOLUTION

WHEREAS, the right-of-way at the former Chicago, North Shore and Milwaukee Railroad currently owned by the Commonwealth Edison Company from south of IL Rte. 176 to the county line of Lake County/Cook County is being developed into a bike path named the Skokie Valley Bike Path; and

WHEREAS, said Skokie Valley Bike Path has been constructed by Lake County from the county line of Lake County/Cook County to Laurel Avenue in Lake Forest; and

WHEREAS, Lake County proposes to have constructed that portion of said bike path from Laurel Avenue in the City of Lake Forest, to the North Shore Bike Path at IL Rte. 176; and

WHEREAS, it is advisable that a consulting engineering firm be employed to provide said Phase III engineering services (Construction Engineering); and

WHEREAS, Lake County, by and through its Division of Transportation has selected a professional engineering services firm in accordance with the Local Government Professional Services Selection Act (50 ILCS 510/1 et. seq.)

WHEREAS, Alfred Benesch Company, Chicago, Illinois, are consulting engineers skilled in the provision of said Phase III engineering services (Construction Engineering).

NOW, THEREFORE BE IT RESOLVED by this County Board of Lake County, Illinois, that Alfred Benesch Company, Chicago, Illinois, be employed to provide said Phase III engineering services (Construction Engineering) and that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County

are authorized, and they are directed to execute on behalf of Lake County an agreement for consultant engineering services between Lake County and Alfred Benesch Company, Chicago, Illinois. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board, and the County Clerk.

BE IT FURTHER RESOLVED that there is hereby appropriated \$210,000.00 of Motor Fuel Tax funds for these construction engineering services designated as Section 94-00241-00-BT.

BE IT FURTHER RESOLVED that this agreement be administered in accordance with Chapter 605, Act 5, Section 5-205.2 of the Illinois Compiled Statutes without further Board action providing the final contract cost chargeable under the funds appropriated herein does not exceed the appropriation aforesaid.

BE IT FURTHER RESOLVED that such award be processed by the County Engineer of Lake County for final approval of the Illinois Department of Transportation in accordance with the Agreement of Understanding between the Illinois Department of Transportation and Lake County dated January 22, 2003.

County Engineer
On behalf of IDOT pursuant to Agreement
of Understanding dated January 22, 2003

Dated at Waukegan, Illinois this 15th day of January 2008

benesch

alfred benesch & company

Engineers • Surveyors • Planners 205 North Michigan Avenue • Suite 2400 • Chicago, IL 60601-5927

205 North Michigan Avenue • Suite 2400 • Chicago, IL 60601-5927 312-565-0450 • Fax: 312-565-2497 • www.benesch.com

June 19, 2007

Mr. Glenn Petko
Engineer of Construction
Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois 60048-1381

Subject:

Lake County - Skokie Valley Bike Path @ UPRR Spur

Section No.: 94-00241-00-BT

Agreement for Construction Engineering Services

Dear Mr. Petko:

Alfred Benesch & Company (Benesch) is pleased to submit this agreement to provide Construction Engineering Services for the Lake County Division of Transportation for the above referenced project.

Enclosed are four (4) signed originals and the following documents:

- Exhibit A Construction Engineering Services Form BLR 05512
- Exhibit B Estimated Staff Hours and Costs (For 2007 and 2008 Starts)
- Exhibit C Estimate of Direct Costs
- Exhibit D Letter from STATE Testing, LLC

This agreement was prepared assuming two different construction periods, one with construction commencing in the Fall of 2007 and the other with a start in Spring of 2008. Both allow for an additional six weeks of punch list and documentation close-out.

Please call me if you have any questions concerning this matter or require any additional information

Sincerely,

alfred benesch & company

Kevin J. Titzpatrick, P.E.

Vice President

attachments

Proposal File 61001

DRAFT

Municipal	ity		1	1 Name
-		o Illinois Depar of Transporta	tment c	Alfred Benesch & Company
Township		A L	N S U	Address 205 N. Michigan Ave, Suite 2400
County	•	A Preliminary/Constru Engineering Servi	icuon []	City
Lake	İ	Engineering Service Agreement For	TA	Chicago
Section		Motor Fuel Tax Fu		State
94-00241	-00-BT	Y	T	Illinois
Agency (I improvem supervision	ent of the above SECTION. Mot	and covers certain profession for Fuel Tax Funds, allotted to the unsportation, hereinafter calle	o the LA by the d the "DEPAR	g services in connection with the eState of Illinois under the general TMENT", will be used entirely or in part
		Section Description	on	
Name S	Skokie Valley Bike Path Route	L		
Name	HOUTE	Length2.329	<u> </u>	Miles)(Structure No)
Termini _	From Station 0+980.905 to Static	on 3+310.505	<u> </u>	
Description	•			
		regate hase with hituminous	surfaced blow	cle/pedestrian path, precast box
culsverts.	pipe culverts and othe incidental	work An undernass under th	he I Inion Pacif	ic RR is also included in the scope.
The ENGIN	NEER will provide an Inspector co	ertified in Designated Fresion	Control (DEC	C) through the Lake County Storm
Water Man	agement Group. The ENGINEE	R will also provide Quality As	ssurance testir	ng for bituminous concrete and portland
cement cor	ncrete.	also provide addity / k	souranoc testii	ig for bitaminous controlete and portiand
		Agreement Provision	ns	
The Engine	A A A A A A A A A A A A A A A A A A A			
ne Engine	eer Agrees,			
. To per	form or be responsible for the pe	erformance of the following e	ngineering ser	vices for the LA in connection with the
propos	ed improvement herein before d	lescribed, and checked below	w:	
а. П	Make such detailed surveys a	s are necessary for the nren	aration of dota	iled roadway plane
	mano outin dotanoù oui voyo d	o are necessary for the prep	aration of deta	med roadway plans.
b. 🗌	Make stream and flood plain I	ydraulic surveys and gather	high water da	ta and flood histories for the
	preparation of detailed bridge	plans.		
с. 🔲	Make or cause to be made su	ch soil surveys or subsurface	investigation	s including borings and soil profiles and
	analyses thereof as may be re	quired to furnish sufficient da	ata for the des	ign of the proposed improvement.
	Such investigations are to be i	made in accordance with the	current requir	rements of the DEPARTMENT.
, m	Make an accept to be used	-1- 4 - 20		
d. 📋	to furnish sufficient data for the	on traffic studies and counts to design of the proposed imp	and special in	tersection studies as may be required
	and the same of th	ocolgit of the proposed limp	novement.	
е. 🗌	Prepare Army Corps of Engine Channel Change sketch, Utility	ers Permit, Division of Wate plan and locations and Rail	r Resources F road Crossing	Permit, Bridge waterway sketch and/or work agreements.
f. 🔲	Propara Proliminary Bridge De	oion and Hadaadis Beess 11	la alcuella a	
1. LJ	types) and high water effects o	sign and Hydraulic Report, (i n roadway overflows and bri	including econ dge approach	nomic analysis of bridge or culvert es.
Note Fo	ur copies to be submitted to the	Regional Engineer		

g. 🗆	LA w	e complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the vith five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all iments, if required shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
h. 🗌	ease	ish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction ments and borrow pit and channel change agreements including prints of the corresponding plats and ng as required.
i. 🔲	Assis	st the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
j. 🗆	Furni	sh or cause to be furnished:
	(1)	Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT and promptly submit reports on forms prepared by said Bureau. Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of the DEPARTMENT, and promptly submit reports on forms prepared by said
	(3)	Bureau. All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
	(4)	Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract. Inspection of all materials when inspection is not provided at the sources by the Bureau of Materials and Physical Research, of the DEPARTMENT and submit inspection reports to the LA and the DEPARTMENT in accordance with the policies of the said DEPARTMENT.
k. 🗵	Furnis	sh or cause to be furnished
	(1)	A resident engineer, inspectors and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.)
		 a. Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor. b. Establishment and setting of lines and grades.
		 Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work
,		d. Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.

Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA and the DEPARTMENT, STUAR HE

That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to this agreement will be 2. in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before being finally accepted, be subject to approval by the LA and the said DEPARTMENT.

To attend conferences at any reasonable time when requested to do so by the LA or representatives of the 3. DEPARTMENT.

In the event plans, surveys or construction staking are found to be in error during the construction of the SECTION and revisions of the plans or survey or construction staking corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the contractor.

The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this agreement will be made available upon request to the LA or the DEPARTMENT without cost and without

restriction or limitations as to their use.

To make such changes in working plans, including all necessary preliminary surveys and investigations, as may be required after the award of the construction contract and during the construction of the improvement.

That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him BLR 05512 (Rev. 11/06) Printed 6/18/2007 Page 2 of 5

		•	•	
o. TO St	will show his professional se ubmit, upon request by the L n fulfilling the requirements o	A or the DEPARTMEN	red by law. NT a list of the personne	el and the equipment he/she proposes to
The LA Ag	rees,			
1. To pa	y the Engineer as compens dance with one of the follow	ation for all services ping methods indicated	erformed as stipulated i by a check mark:	n paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in
а 🗍	A sum of money equal to	percent o		cost of the proposed improvement as
b. 🛭	approved by the DEPART A sum of money equal to approved by the DEPART	MENT. the percentage of the	awarded centraet east	for the proposed improvement as
	Schedule for Percentages			
	Awarded Cost			
	Under \$50,000		Percentage For COST PLUS BASIS	S (see note)
				%
·				%
*				% %
		And the second		
ENGINEER V	will not exceed <u>\$ 194,309.00</u>	ırther approval of the I <u>0</u> .	DEPARTMENT the Max	ximum Limit of Compensation to the
•	Note: Not necessarily a	percentage. Could us	e per diem, cost-plus o	r lump sum
his actual paragrap work, the verified be classifical performe	al cost. Subject to the approbles 1b, 1c, 1d, 1e, 1f, 1j and a LA will pay the cost to the by furnishing the LA and the ations of the employees used. If the personnel of the fid by lesser-salaried person	oval of the LA, the EN d 1k of THE ENGINEE ENGINEER plus a five DEPARTMENT copied in the work should to make the Price of	Out-of-pocket expenses GINEER may sublet all ER AGREES. If the EN The (5) percent service cl The services of invoices from the The consistent with the election of the services.	adiness to serve, insurance, social will be reimbursed to the ENGINEER at or part of the services provided under GINEER sublets all or a part of this harge. "Cost to ENGINEER" to be party doing the work. The employee classifications for the services routine services that should normally be all be commensurate with the work
	Grade Classification			
	of Employee	•	Hourly Rate	
	Deinste LE		riodily itale	
	Principal Engineer		200.00	
	Resident Engineer		110.00	
	Chief of Party		85.00	
	Instrument Man		61.00	
•	Rodmen		40.00	
	Inspectors		85.00	
	Project Assistant		55.00	
		-		
•	·	<u> </u>		
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	•			
The hourly rates their	itemized above shall be e	ffective the date the p	arties, hereunto enterir	ng this AGREEMENT, have affixed
hands and seals	and shall remain in effect	until 7/1/2008	. In event th	e services of the ENGINEER extend
beyond 7/1/20	, are nounty rates	will be adjusted year	ly by addondum to this	ACDEEMENT to component for
increases or dec Printed 1/3/2008	reases in the salary structu	re of the ENGINEER	that are in effect at the	at time.

Page 3 of 5

BLR 05512 (Rev. 11/06)

- 3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee based on the above fee schedule and the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee (excluding any fees paragraphs 1j and 1k of the ENGINEER AGREES), based on the above fee schedule and the awarded contract cost, less any previous payment.
 - Upon completion of the construction of the improvement, 90 percent of the fee due for services stipulated in paragraphs 1j and 1k.
 - d. Upon completion of all final reports required by the LA and the DEPARTMENT and acceptance of the improvement by the DEPARTMENT, 100 percent of the total fees due under this AGREEMENT, less any amounts previously paid.

By mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That should the improvements be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a and 1g, and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 160 percent incurred up to the time he is notified in writing of such abandonment
 - for his actual costs plus 160 percent incurred up to the time he is notified in writing of such abandonment "actual cost" being defined as material costs plus actual payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
- 5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 160 percent to cover profit, overhead and readiness to serve "actual cost" being defined as in paragraph 4 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans.
- 6. That should the LA extend completion of the improvement beyond the time limit given in the contract, the LA will pay the ENGINEER, in addition to the fees provided herein, his actual cost incurred beyond such time limit "actual cost" being defined as in paragraph 4 above.

It is Mutually Agreed,

- 1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under the AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

Department of Transportation

Regional Engineer

EXHIBIT B - Estimate of Costs (Assuming an April 1, 2008 Construction Start and an October 1, 2008 Completion Date)

CONSTRUCTION ENGINEERING SERVICES Lake County - Skokie Valley Bike Path at UPRR Spur

Alfred Benesch & Co.

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		Position		rimcipal Engineer	Resident Engineer	Chief of Doors.	A	Instrument Man	Rodmen	Inspectors		Project Assistant	Totals.	To the last	SIBIO I AMBINA	Vehicle Days			

\$174,584.00 \$9,315.00 \$10,410.00

Labor, OH and Profit Direct Costs Material Testing Sub \$194,309.00

EXHIBIT C - ESTIMATE OF DIRECT COSTS

CONSTRUCTION ENGINEERING SERVICES LAKE COUNTY - Skokie Valley Bike Path

ALFRED BENESCH & COMPANY

ITEM	UNIT	UNIT	QUANTITY	COST
		COST		
VEHICLES:	DAY	\$45.00	175	\$7,875.00
RADIOS / MOBILE PHONES	MONTH	\$70.00	9	\$630.00
JOB PHOTOGRAPHS/VIDEOTAPING	MONTH	\$20.00	9	\$180.00
MAILINGS	MONTH	\$20.00	9	\$180.00
MISCELLANEOUS FIELD EXPENSES	MONTH	\$50.00	9	\$450.00
		-	TOTAL	\$9,315.00

^{*} Vehicle rate shown above is for company-owned vehicles only.

Personal vehicles used on the jobsite will be charged at a rate of \$0.48 / mile.

EXHIBIT B - Estimate of Costs (Assuming an October 1, 2007 Construction Start and August 15, 2008 Completion Date)

CONSTRUCTION ENGINEERING SERVICES

Lake County - Skokle Valley Bike Path at UPRR Spur

Alfred Benesch & Co.

	Total Labor Cont	1000 0001	\$ 600.00	215.600.00	2,040.00	9,760.00	6,400.00	0.00	0.00	\$239.400.00				\$239,400.00	\$11,185.00	\$10,410.00
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Classification	Principal Designation	Recident Decided	S. Dorth Chile	Instrument Office	Survey Assistant	Construction Permanentation	Res Project Assistant	The second second				Anticipated Contractor Charged Working Days				
Position	ŀ	•	1				istant	Totals	Cumulative Totale	Vahirla Dave	A principal A	Trincipated Conn				

\$260,995.00

Page 1

EXHIBIT C - ESTIMATE OF DIRECT COSTS

CONSTRUCTION ENGINEERING SERVICES LAKE COUNTY - Skokie Valley Bike Path

ALFRED BENESCH & COMPANY

ITEM	UNIT	UNIT	QUANTITY	COST
		COST		
VEHICLES:	DAY	\$45.00	205	\$9,225.00
RADIOS / MOBILE PHONES	MONTH	\$70.00	14	\$980.00
JOB PHOTOGRAPHS/VIDEOTAPING	MONTH	\$20.00	14	\$280.00
MAILINGS	MONTH	\$20.00	14	\$280.00
MISCELLANEOUS FIELD EXPENSES	MONTH	\$30.00	14	\$420.00
			TOTAL	\$11.185.00

^{*} Vehicle rate shown above is for company-owned vehicles only. Personal vehicles used on the jobsite will be charged at a rate of \$0.48 / mile.

EXHIBIT D



S.T.A.T.E. TESTING, L.L.C.

570 Rock Road, Unit K East Dundee, IL 60118

Tele: 847-836-6002 Fax: 847-836-6342

Alfred Benesch and Company

June 18, 2007

205 N. Michigan Chicago, IL 60601

Attn: Kevin Fitzpatrick

Dear Kevin,

I am writing to you regarding your request for hourly rates for QA testing for the "Skokie Valley Bike Path" project for Lake County. The following is based on estimated time that may be needed to complete this project:

PCC QA Testing

•			
Material Tester I	3 days @ 8 hours per day @ \$99 per hours	\$	2,376
Cylinder testing	4 per pour @ \$17.00 each (3 pours)	\$	204
(Made by A S.T.A.T.E Testing			
Technician)			
Vehicle Days	3 days @ 45 per day	\$	135
Cylinder Pickups	2 @ \$99 per pickup	· \$	297
Washed Gradations	6@ \$110 per gradation	\$	660
	Bituminous QA Testing		
Material Tester 1 - Density	3 days for 8 hours per day @ \$99 per hour	\$	2,376
Material Tester 2- Plant	2 day for 4 hours per day @ \$115 per hour	\$	920
Vehicle Days	5 days &@ 45 per day	\$	225
Core analysis	20 total @ \$60 each - Includes sawcut	\$	1,200
HMA Production Verification	3 @ \$675 each	\$	2.025

This estimate includes rates based on new prevailing wage provisions enacted January 1st, 2007. In addition client should be advised the all overtime will be charged when technician is paid overtime per new prevailing wage laws. For example, if a technician start time is 7:00 am and services are requested at 1:00pm, overtime rates will be charged starting at 3:30pm regardless of how many hours are charged to the client that day. All overtime will be charge at 1.5 times the regular rate. Estimate also assumes that the Illinois Department of Transportation will provide all plant QA coverage for PCC and HMA.

Total for job:

\$10,410

If you have any questions, please call. Thank you.

Sincerely,

Derek A. White Vic President

S.T.A.T.E. Testing, LLC